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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

LAURI VALJAKKA

Plaintiff,

V.

NETFLIX, INC.

Defendant.

Case No. 4:22-cv-01490-JST

**DECLARATION OF LUANN L.
SIMMONS ON BEHALF OF NON-
PARTY GOOGLE IN SUPPORT OF
DEFENDANT'S ADMINISTRATIVE
MOTION TO CONSIDER WHETHER
ANOTHER PARTY'S MATERIAL
SHOULD BE SEALED**

Judge: Hon. Jon S. Tigar

1 I, Luann L. Simmons, hereby declare as follows.

2 1. I am a member of the State Bar of California. I am a partner in the law firm of
3 O'Melveny & Myers LLP, and counsel for Google LLC. If called as a witness, I could and would
4 testify to the facts stated in this declaration.

5 2. Pursuant to Civil L.R. 79-5 and the Court's Standing Order Re Civil Cases, I
6 submit this declaration in support of Defendant Netflix's Administrative Motion to Consider
7 Whether Another Party's Material Should Be Sealed ("Motion to Seal") (Dkt. No. 126).
8 Specifically, I submit this declaration on behalf of non-party Google as the "Designating Party"
9 under Civil L.R. 79-5 in support of sealing the document filed as Exhibit F to the Motion to Seal
10 (Dkt. No. 126-08).

11 3. Exhibit F to the Motion to Seal is the May 12, 2022 Settlement and License
12 Agreement between Google and Plaintiff Lauri Valjakka (and related entities) ("Agreement").

13 4. The Agreement includes Google's confidential terms that are related to Google's
14 business and legal operations, the disclosure of which would cause harm to Google. Kowalski
15 Decl. at ¶ 5. A less restrictive alternative is not sufficient, given that the Agreement as a whole
16 constitutes Google's confidential information, and the existence of the Agreement itself is
17 confidential between the parties to the Agreement. *Id.* at ¶ 6.

18 5. This Court has recognized that settlement agreements contain confidential
19 information that justifies sealing the agreements. *Thomas v. MagnaChip Semiconductor Corp.*,
20 No. 14-cv-01160-JST, 2016 U.S. Dist. LEXIS 93342, at *24 (N.D. Cal. July 18, 2016). Other
21 courts in this District likewise routinely grant motions to seal "information related to highly
22 confidential patent license agreements," the "disclosure of which could cause substantial
23 economic harm to" the parties to such agreements, including those that are not parties to the
24 litigation. *Asus Comput. Int'l v. InterDigital, Inc.*, No. 15-cv-01716-BLF, 2018 U.S. Dist. LEXIS
25 71434, at *6 (N.D. Cal. Apr. 26, 2018).

26 6. Defendant's request to seal the Agreement is narrowly tailored to maintain the
27 confidentiality of third-party Google's information and protect sensitive information contained in
28 the Agreement.

1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct to the best of my knowledge. Executed this 28th day of August,
3 2023 at San Francisco, California.

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5 By: /s/ Luann L. Simmons
Luann L. Simmons

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